

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment		GRANT NUMBER (FAIN): 98726207 MODIFICATION NUMBER: 1 PROGRAM CODE: RP	DATE OF AWARD 07/29/2022	
			TYPE OF ACTION Augmentation: Increase		MAILING DATE 08/03/2022
			PAYMENT METHOD: ASAP		ACH# 70719
			RECIPIENT TYPE: State		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov
RECIPIENT: Kansas Department of Health and Environment 1000 S.W. Jackson, Suite 410 Topeka, KS 66612-1367 EIN: 48-1124839			PAYEE: Kansas Department of Health and Environment 1000 S.W. Jackson, Suite 410 Topeka, KS 66612-1367		
PROJECT MANAGER Jorge Jacobs 1000 SW Jackson Street, Suite 410 Topeka, KS 66612 Email: jorge.jacobs@ks.gov Phone: 785-296-0721		EPA PROJECT OFFICER Sandeep Mehta 11201 Renner Boulevard, LCRD/BRRB Lenexa, KS 66219 Email: Mehta.Sandeep@epa.gov Phone: 913-551-7763		EPA GRANT SPECIALIST Stephanie Vap-Morrow Grants Management Office, MSD/RFMB/GRMS 11201 Renner Boulevard Lenexa, KS 66219 Email: VapMorrow.Stephanie@epa.gov Phone: 913-551-7083	
PROJECT TITLE AND EXPLANATION OF CHANGES Kansas Section 128 (a) State Response Program This amendment provides supplemental funding, extends the budget and project periods by one year, and updates administrative and programmatic terms and conditions.					
BUDGET PERIOD 07/01/2021 - 06/30/2023	PROJECT PERIOD 07/01/2021 - 06/30/2023	TOTAL BUDGET PERIOD COST \$1,814,625.00	TOTAL PROJECT PERIOD COST \$1,814,625.00		
NOTICE OF AWARD Based on your Application dated 04/04/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$906,776.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,814,625.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS U.S. EPA, Region 7 , Grants Management Office 11201 Renner Boulevard Lenexa, KS 66219		ORGANIZATION / ADDRESS U.S. EPA, Region 7, Land, Chemical and Redevelopment Division R7 - Region 7 11201 Renner Boulevard Lenexa, KS 66219			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Mike Brincks				DATE 07/29/2022	

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$564,374
2. Fringe Benefits	\$200,190
3. Travel	\$37,500
4. Equipment	\$0
5. Supplies	\$31,986
6. Contractual	\$789,514
7. Construction	\$0
8. Other	\$58,890
9. Total Direct Charges	\$1,682,454
10. Indirect Costs: 0.00 % Base	\$132,171
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$1,814,625
12. Total Approved Assistance Amount	\$1,814,625
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$906,776
15. Total EPA Amount Awarded To Date	\$1,814,625

Administrative Conditions

The General Terms and Conditions are amended as follows. All other administrative conditions remain the same.

General Terms and Conditions

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>.

These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

Programmatic Conditions

All programmatic terms and conditions are replaced as follows.

FY 2022 GRANT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS

CERCLA Section 128(a) State and Tribal Response Program

FY22 Annual Appropriation

I. Response Program Elements: Throughout the duration of this agreement the Cooperative Agreement Recipient ("CAR") must remain a party to the Voluntary Response Program Memorandum of Agreement with EPA, dated March 2, 2001.

II. Substantial Involvement: This is a cooperative agreement that will entail substantial involvement by EPA to the extent Agency resources permit. Substantial EPA involvement includes:

A. Consultation and collaboration on technical and policy matters at the CAR's request. EPA's Project Manager or designee may provide data, advice, and information that will help the CAR carry out the agreement effectively;

B. EPA's Project Manager may review the substantive terms of professional services contracts or subawards the CAR

enters into to carry out specific elements of the scope of work. Neither EPA's Project Manager nor any other EPA employee will direct, recommend, or suggest that the CAR enter into a contract or subaward with a specific entity. EPA approval is not required for contracts for supplies, equipment, information technology and other administrative support services;

C. EPA's Project Manager may review the qualifications of key staff hired by the CAR or consultants with whom the CAR contracts to carry out specific elements of the scope of work when those staff or contractors are paid by the cooperative agreement funds. Neither EPA's Project Manager nor any other EPA employee will direct, recommend, or suggest that the CAR hire a particular individual or enter into a consulting contract with a specific entity; and

D. Monitoring by EPA of the CAR's performance under the agreement.

(NOTE: EPA's Project Manager may waive or modify its substantial involvement on any particular matter or classes of matters through written advice to the CAR.)

III. Public Record System: The CAR must establish a public record system pursuant to CERCLA Section 128(b)(1)(C). The public record must be maintained and updated at least annually and include the requirements listed below.

A. For sites where response actions were completed in the previous cooperative agreement project year, include the following:

1. Date the response action was completed;
2. Site name, name of owner at time of cleanup, and type of site (e.g., petroleum, methamphetamine laboratory, mine scarred lands);
3. Location of the site (street address, latitude and longitude);
4. Explanation of whether or not the site will be suitable for unrestricted use upon completion of the response action. If not, the public record must identify and describe the institutional control(s) in place or relied on for the remedy (e.g., deed restriction);
5. Nature of the contamination at the site (e.g., hazardous substances, contaminants, pollutants, petroleum contamination); and
6. Size of the site in acres.

B. A list of sites planned to be addressed in the next year by the state or tribal response program including:

1. Site name, name of owner at time of cleanup, and type of site (e.g., petroleum, methamphetamine laboratory, mine scarred lands);
2. Location of the site (street address, latitude and longitude);
3. To the extent known, whether an institutional control is in place. If so, describe the type of institutional control in place (e.g., deed restriction);
4. To the extent known, the nature of the contamination at the site (e.g., hazardous substances, contaminants, pollutants, petroleum contamination); and

5. Size of the site in acres.

C. Once a public record is established in a manner consistent with CERCLA Section 128(b)(1)(C), CARs must maintain the public record throughout the duration of this agreement.

IV. Site-Specific Assessment and Cleanup Activities:

A. Consistent with CERCLA Section 128(a)(2)(C)(iii), EPA guidance, and to the extent authorized by the scope of work for this agreement, the CAR may conduct assessments or cleanups at brownfield sites ("brownfield," as defined by CERCLA Section 101(39)) in response to a request by a person who is or may be affected by a release or threatened release of a hazardous substance, pollutant, contaminant, or petroleum at a brownfield located in the community in which the person works or resides. Assessments and cleanups must comply with all applicable laws and are subject to the following restrictions:

1. Absent approval by EPA's Project Manager, no more than \$200,000 per site can be funded for assessments, and no more than \$200,000 per brownfield site can be funded for cleanups.
2. Absent approval by EPA's Project Manager, the CAR may not use funds awarded under this agreement to assess and/or clean up brownfields owned by the CAR or held in trust by the United States Government for the CAR
3. Assessments and cleanups may not be conducted at brownfields where the CAR is a potentially responsible party (pursuant to CERCLA Section 107), with the exception of sites contaminated by a controlled substance as defined in CERCLA Section 101(39)(D)(ii)(I); or when the CAR would satisfy all of the elements set forth in CERCLA Section 101(40) to qualify as a bona fide prospective purchaser, except that the date of acquisition of the property was on or before January 11, 2002.

B. Consistent with CERCLA Section 128(a)(2)(B)(ii), and to the extent authorized by the scope of work for this agreement, the CAR may use funds awarded under this agreement to complete the necessary response activities, including assessments and cleanups, if the person conducting a response action overseen by the CAR fails to complete the necessary response activities, including operation and maintenance or long-term monitoring activities. Assessments and cleanups under this provision must comply with all applicable laws and are subject to the following restrictions:

1. Absent approval by EPA's Project Manager, the CAR may not use funds awarded under this agreement to assess and clean up sites owned by the CAR.
2. The CAR may not use funds awarded under this agreement to assess or clean up sites for which the CAR is a potentially responsible party (pursuant to CERCLA Section 107), with the exception of sites contaminated by a controlled substance as defined in CERCLA Section 101(39)(D)(ii)(I).

C. For the site-specific activities under paragraphs III.A. and III.B., the CAR must maintain documentation supporting the CAR's conclusion that the site meets the brownfield definition in CERCLA Section 101(39). For those sites which are excluded from the brownfield definition, pursuant to CERCLA Section 101(39)(B), but are eligible for a property-specific funding determination pursuant to CERCLA Section 101(39)(C), the CAR must comply with paragraph IV. below. NOTE: To the extent authorized in the scope of work for this agreement, the CAR may conduct oversight of cleanups at sites other than brownfields. Records must be maintained per 2 CFR 200.334.

D. For site-specific activities at petroleum-only brownfield sites (CERCLA Section 101(39)(D)(ii)(II)), the requirements listed below apply.

1. The CAR must determine and maintain supporting documentation that:

- a) There is no viable responsible party for the site;
- b) The site will not be assessed, investigated, or cleaned up by a person that is potentially liable for cleaning up the site; and
- c) The site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

2. The supporting documentation must identify the state official who made the determinations identified in D.1., the date the CAR obtained the determinations, and a summary of each conclusion.

E. Site-specific Activity Funding Limit: The amount requested for site-specific assessments and cleanups **may not exceed 50%** of the total amount of funding awarded under the agreement. *[Note: If the CAR requests (and receives) additional site-specific funds through the FY 2022 Section 128(a) State and Tribal Response Program allocation funded by the Bipartisan Infrastructure Investment and Jobs Act, EPA will allow CARs' requests for site-specific assessments and cleanups up to 75% of the total amount of FY22 Section 128(a) funding (which includes the total FY22 funding that a CAR is allocated from FY22 Section 128(a) Annual Appropriation funds plus FY22 Section 128(a) Infrastructure funds).[\[1\]](#)]*

A CAR may submit to the EPA Project Manager a written request for a waiver to exceed the 50% of annual funding for site-specific activities, as described under paragraphs III.A.-D. The EPA Project Manager will review the waiver request and make a recommendation to EPA's Office of Brownfields and Land Revitalization, who will determine if the requested waiver is approved. The EPA Project Manager will notify the CAR of EPA's determination.

The CAR's written waiver request submitted to the EPA Project Manager must include a brief justification describing the reason(s) for spending more than 50% of an annual allocation on site-specific activities and must include the following actions:

- 1. Provide the percentage of the eligible brownfield site-specific activities (assuming waiver is approved) in the CAR's total FY22 budget;
- 2. List all site-specific activities that will be covered by this funding. If known, provide site-specific information and a description of how work on each site contributes to the establishment or enhancement of your state/tribal response program. EPA encourages states and tribes to use site-specific funding to perform assessment and cleanup activities that will expedite the reuse and redevelopment of sites, and prioritize sites based on need. Further explain how the community will be (or has been) involved in prioritization of site work and especially those sites where there is a potential or known significant environmental impact to the community;
- 3. Explain how this shift in funding will not negatively impact the core programmatic capacity (i.e., the ability to establish/enhance four elements of a response program) and how it will be maintained in spite of an increase in site-specific work. Recipients must demonstrate that they have adequate funding from other sources to effectively carry out work on the four elements for EPA to grant a waiver of the 50% limit on using 128(a) funds for site-specific activities;
- 4. Describe how this shift in funding towards site-specific work is appropriate for your response program; and

5. Explain whether the sites to be addressed are those for which the affected community/ies has/have requested work be conducted.

V. Property-Specific Funding Determinations:

A. If a CAR plans to use funds for site-specific activities at a site that is excluded from the definition of a brownfield in CERCLA Section 101(39)(A) and (B) but is eligible for a property-specific funding determination, then the CAR must provide information sufficient for EPA's Regional Approval Official, as delegated by Delegation 14-44 and 14-45, to make a property-specific funding determination. Sites eligible for property-specific funding are defined in CERCLA Section 101(39)(C). The CAR must comply with the following requirements:

1. The CAR must not incur any site-specific costs for those sites which require a property-specific funding determination under this agreement (other than those necessary to provide information to EPA) until EPA's Approval Official makes a property-specific funding determination.
2. The CAR must submit to EPA's Project Manager a written request for a property-specific funding determination. The request must include information about the site (e.g., name, location, owners) and explain how the financial assistance will:
 - a) Protect human health and the environment, and
 - b) Either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property or other property used for nonprofit purposes.

B. Any property-specific funding determination granted by EPA does not obviate the CAR's responsibility to incur only costs that meet the terms and conditions of the agreement and are allowable under 2 CFR Parts 200 and 1500 for governmental entities.

VI. Institutional Controls: To the extent authorized by the scope of work for this agreement, the CAR may use funding under this agreement to maintain and monitor institutional controls.

VII. Cooperative Agreement Performance Reporting Requirements:

A. Performance Reporting Requirements for Program Activity Levels ("PALs")

CARs must report Program Activity Levels ("PALs") annually when the Section 128(a) funding request is due to the appropriate EPA Regional Office in mid-December. The PALs summarize the work from the previous federal fiscal year, therefore, CAR's responses to the PALs questions should reflect activities for the period covering the last federal fiscal year (October 1 – September 30), including:

1. Environmental programs where CERCLA 128(a) funds are used to support capacity building [general program support, non-site-specific work]. Specify which programs were supported with 128(a) funds from the following: Brownfields, Underground Storage Tanks/Leaking Underground Storage Tanks, Federal Facilities, Solid Waste

Superfund, Hazardous Waste Facilities, VCP (Voluntary Cleanup Program, Independent Cleanup Program, etc.), and Other;

2. Number of properties (or sites) enrolled in a response program during previous federal fiscal year;
3. Number of properties (or sites) where documentation indicates that cleanup work is complete AND either (a) all required institutional controls (ICs) are in place, or (b) the cleanup does not require ICs;
4. Total number of acres associated with properties (or sites) in the previous item (VII.A.3.);
5. OPTIONAL: Number of properties (or sites) where assistance was provided, but the property was not enrolled in a response program;
6. Date that the public record was last updated;
7. Number of audits/inspections/reviews/other conducted to ensure engineering controls and institutional controls are still protective; and
8. Whether you developed or revised legislation, regulations, codes, guidance documents, or policies related to establishing or enhancing your Voluntary Cleanup Program/Response Program during the previous fiscal year. If yes, please indicate the type and whether it was new or revised.

For this FY22 award, CARs must report PALs information either directly in [EPA's Assessment, Cleanup and Redevelopment Exchange System \("ACRES"\) database](#) OR by filling out the form found at <https://www.epa.gov/brownfields/program-activity-levels-pals-reporting-form> and providing it to the appropriate EPA Regional Office along with the CAR's FY23 funding request in mid-December.

Beginning in FY23, CARs will only be able to provide PALs information directly into ACRES.

For detailed instructions on how to report PALs in ACRES, please see the quick reference guide at <https://www.epa.gov/brownfields/brownfields-grantee-reporting-using-assessment-cleanup-and-redevelopment-exchange>.

B. Semi-Annual Performance Reporting Requirements: CAR agrees to provide performance reports semi-annually. The reports will be due no later than 60 days after the end of each six-month period.

1. All interim and final progress reports must prominently display the following three relevant Essential Elements as reflected in the current EPA strategic plan:

- a) Strategic Plan Goal 6: Safeguard and Revitalize Communities
- b) Strategic Plan Objective 6.1: Clean Up and Restore Land for Productive Uses and Healthy Communities
- c) Work plan Commitments and Timeframes: See work plan for specifics.

2. The CAR will report on milestones, activities, and outputs achieved under this agreement. Examples of items to include:

- a) The completion of significant site planning, assessment, cleanup, or redevelopment activities, including any relevant information regarding whether such activities anticipated or otherwise considered

the impacts of climate change and/or benefited a community with environmental justice concerns;^[2]

b) Information regarding significant outreach, meeting, or training events, including whether such outreach engaged communities with environmental justice concerns;

c) Significant updates to a website or tracking system or improvements to the process;

d) For site-specific work, details such as where and when the activity was conducted and why, who was involved or impacted, and what was accomplished, including whether site-specific work anticipated or otherwise considered the impacts of climate change and/or benefited a community with environmental justice concerns. The narrative may range in length between a paragraph and one page in length for a specific site. Provide before and after photos of site work and photos of events, unless the site assessment report already has been provided to EPA as a deliverable.

e) A budget summary table which may include the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds.

3. All CARs must report information relating to establishing and maintaining the public record described in paragraph III. above and provide the date of the last update. (NOTE: For this requirement, CARs can refer to their already existing public record, such as a website or other public database).

4. CARs with work plans that include funding for other site-related activities must include a description of the activities and provide the number of sites at which the activities were conducted. For example:

a) Number and frequency of oversight reviews (internal audits) of licensed site professional certified cleanups.

b) Number and frequency of state/tribal oversight reviews (internal audits) conducted.

c) Number of sites where staff conducted reviews (internal audits), provided technical assistance, or conducted other oversight activities.

d) Number of staff conducting oversight reviews (internal audits), providing technical assistance, or conducting other oversight activities.

C. Significant Developments: As required by 2 CFR 200.329(e), the CAR must inform EPA and report on significant impacts to cooperative agreement-supported activities when they occur between the scheduled reporting dates. Significant developments to report may include problems or delays (such as staff vacancies or travel restrictions) as well as favorable developments or successes associated with milestones and activities as listed under paragraph VII.B. above.

D. Reporting Requirements Related to Site Assessment and Cleanup Work: The CARs must report on interim progress (e.g., assessment started) and any final accomplishments (e.g., assessment completed, cleanup required, contaminants, Institutional Controls, Engineering Controls) by submitting information into the Brownfields online reporting system, known as the Assessment, Cleanup and Redevelopment Exchange System ("ACRES"). The CAR must enter this data into ACRES within 30 days of the end of the next reporting period or sooner at EPA's request. EPA will provide the CARs with training, which is required to obtain access to ACRES.

E. Final Report: The CAR must submit a final performance report at the end of the period of performance in order to

finalize the closeout of the cooperative agreement. This final report must capture the work that was performed during the period of performance, explain how the funding was utilized, and may include a summary of activities as is listed under VI.B. above. The final report is due within 120 days of the end of the period of performance and, with approval from the EPA Project Manager, may be submitted in lieu of a final semi-annual report.

F. Updating the State Brownfields and Voluntary Response Programs Report in ACRES

State CARs must update their state response program information in ACRES at least once a year (and may update more frequently if changes in their response program warrant an additional update), so that EPA has accurate, up-to-date information to share with the public in the form of a State Brownfields and Voluntary Response Program Report. EPA expects that this annual update will occur when states are already in the ACRES database performing other required ACRES reporting, thereby reducing the administrative burden.

For detailed instructions on how to update your state brownfields information in ACRES, please see the quick reference guide at <https://www.epa.gov/brownfields/brownfields-grantee-reporting-using-assessment-cleanup-and-redevelopment-exchange>.

VIII. General Federal Requirements: The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, minority business enterprise (MBE)/women's business enterprise (WBE) requirements found at 40 CFR Part 33; nondiscrimination statutes, including Title VI of the Civil Rights Act of 1964, and EPA's implementing regulations found at 40 C.F.R. Parts 5 and 7; OSHA Worker Health & Safety Standards in 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333); the Anti-Kickback Act (40 USC 276c); and Section 504 of the Rehabilitation Act of 1973, as implemented by Executive Orders 11914 and 11250. EPA provides additional information on cross-cutting requirements in [EPA Subaward Cross Cutter Requirements](#).

IX. Program Income: In accordance with 2 CFR 1500.8, the CAR is authorized to add program income generated under this agreement to the funds committed by EPA. The CAR can use this program income to carry out activities described in the scope of work for this agreement and under the same terms and conditions of the agreement. *Program income* is defined generally at 2 CFR 200.1. For the purposes of this agreement, program income includes fees charged participants in the CAR's voluntary cleanup program or other fees for services (only to the extent that these fees recover costs charged to this agreement). Costs the CAR recovers for cleanups and site assessments are program income to the same extent that the recovered costs represent costs charged to this agreement. The CAR must provide as part of its Semi-annual and Final performance report, a description of how program income is being used. In addition, a report on the amount of program income earned during the award period must be submitted with the Annual and Final Federal Financial Report, Standard Form 425.

The CAR will maintain records adequate to document the extent to which transactions generate program income and the disposition of program income. As required by 2 CFR 200.305(b)(5), tribal CARs will disburse program income before requesting additional payments under this agreement. State CARs are subject to 2 CFR 200.305(a).

X. Quality Assurance: In accordance with 2 CFR 1500.11, the recipient shall continue to implement and adhere to the Quality Management Plan (QMP) submitted to EPA. The EPA approval of the QMP is valid for up to five years at which time it must be resubmitted to EPA for review and approval for continued use. Further, the QMP should be reviewed/updated annually or as necessary based on the EPA QA/R-2: EPA Requirements for Quality Management Plans to ensure it stays up to date. Significant changes to the QMP must be submitted to EPA for review and approval in the same manner as the original document. This quality assurance requirement applies to all grants, cooperative agreements, contracts, and interagency agreements that involve the use of environmental information.

If not included under the approved QMP, a stand-alone Quality Assurance Project Plan (QAPP) is required for those projects/activities that result in the collection, production, and/or use of environmental information, metrics, or data. The QAPP shall be prepared in compliance with [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans) (<https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans>). For additional assistance see EPA QA/G-5: EPA Guidance for Quality Assurance Project Plans.

The recipient agrees to ensure that an approved site-specific QAPP is completed for each project not subject to the QMP. An approvable site-specific QAPP must be submitted to the EPA Project Manager/Officer at least 60 days prior to initiating data collection or data compilation. No environmental information collection, production, or use may occur until the site-specific QAPP is approved by the EPA Project Manager/Officer and Regional Quality Assurance Manager. The EPA approval is valid for the project period or up to five years, whichever is less, at which time it must be resubmitted to EPA for review and approval for continued use. A copy of the approved QAPPs must be retained with the recipient's official records for this Agreement.

XI. Competency of Organizations Generating Environmental Measurement Data: In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the agreement's period of performance, and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm, or a copy may also be requested by contacting the EPA Project Manager for this award.

XII. Geospatial Data Standards: All geospatial data created must be consistent with Federal Geographic Data Committee ("FGDC") endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

XIII. Cybersecurity:

A. The CAR agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

B.1. EPA must ensure that any connections between the CAR's network or information system and EPA networks used by the CAR to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the CAR's connections, as defined above, do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the CAR agrees to contact the EPA Project Manager (PM) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the CAR into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

2. The CAR agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in XIII.B.1. if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The CAR will be in compliance with this condition by including this requirement in subaward agreements, and, during subrecipient monitoring deemed necessary by the CAR under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Manager. Nothing in this condition requires the CAR to contact the EPA Project Manager on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

[1] Oversight of assessment and cleanup activities performed by responsible parties (other than the state or tribe) does not count toward the 75% limit. The 75% cap also does not include personnel or supplies/equipment purchased in support of site-specific work.

[2] The EPA describes environmental justice ("EJ") as the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation and enforcement of environmental laws, regulations, and policies. For example, an "underserved community" refers to a community with environmental justice concerns and/or vulnerable populations, including low-income citizens, communities of color, and tribal and Indigenous peoples.